WAR 0 9 1006 W 2633 WAR 0 9 1006 W 10

In re Application of: STEVEN E. PARKER

Filed:

JULY 12, 2001

For:

SYNCHRONOUS COLLAPSED RING ARCHITECTURE FOR

REAL-TIME SIGNAL SWITCHING AND DISTRIBUTION

Serial No.:

09/904,289

Group Art Unit:

2633

Examiner:

SEDIGHIAN, REZA

Atty Dkt:

L3BB:003

Pursuant to 37 C.F.R. 1.8, I certify that this correspondence is being deposited with the U.S. Postal Service in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date below:

3/7/06

Jama

Commissioner For Patents P.O. Box 1450 Alexandria, VA 22313-1450

STATEMENT UNDER 37 C.F.R. §3.73(b), ELECTION UNDER 37 C.F.R. §3.71, and POWER OF ATTORNEY

Sir:

This document provides a Statement under §3.73 by the Assignee, an Election by the Assignee under §3.71 to prosecute at the exclusion of the inventor(s), and a Power of Attorney from the Assignee.

Statement Under §3.73(b)

The undersigned states that it is the Assignee of the entire right, title and interest in the Patent application identified above by virtue of either:

A. 🗌	An Assignment from the inventor(s) of the patent application/patent identified above. Th	e
	assignment was recorded in the United States Patent and Trademark Office at Ree	ŀ
	, Frame, or for which a copy thereof is attached.	
OR		

302.08]

В. 🛚	Α	chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:
	1.	From: <u>Steven E. Parker To: Raytheon Company</u> The document was recorded in the United States Patent and Trademark Office at Reel <u>011316</u> , Frame <u>0388</u> , or for which a copy thereof is attached.
	2.	From: <u>Raytheon Company</u> To: <u>L-3 Communications Integrated Systems L.P.</u> The document was recorded in the United States Patent and Trademark Office at Reel <u>013070</u> , Frame <u>0646</u> , or for which a copy thereof is attached.
	3.	From: To: The document was recorded in the United States Patent and Trademark Office at Reel, Frame, or for which a copy thereof is attached.
		Additional documents in the chain of title are listed on a supplemental sheet.
□ C	opie	In Solution in the chain of title are attached. [NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Election under §3.71

The Assignee hereby elects under 37 C.F.R. §3.71 to prosecute the application to the exclusion of the inventor(s).

Power of Attorney

The Assignee revokes any previous Powers of Attorney and appoints Robert M. O'Keefe, Reg. No. 35,630; Richard D. Egan, Reg. No. 36,788; Brian W. Peterman, Reg. No. 37,908, William W. Enders, Reg. No. 41,735, and Maximilian R. Peterson, Reg. No. 46,469, each an attorney of the firm of O'KEEFE, EGAN & PETERMAN, LLP, as its attorney for so long as they remain with such firm, with full power of substitution and revocation, to prosecute the application, to make alterations and amendments therein, to transact all business in the Patent and Trademark Office in connection therewith, and to receive any Letters Patent, and for one year after issuance of such Letters Patent to file any request for a certificate of correction that may be deemed appropriate.

Future Communications

Please direct all communications as follows:

Brian W. Peterman O'KEEFE, EGAN & PETERMAN, LLP 1101 Capital of Texas Highway South Building C, Suite 200 Austin, Texas 78746 512/347-1611 FAX 512/347-1615

ASSIGNEE:

L-3 Communications Integrated Systems

(Signature)

Name: Steven M. Post

Title: General Counsel and Vice President, Contracts

ASSIGNMENT

WHEREAS, I, the undersigned inventor (or one of the undersigned joint inventors) of residence as listed, having invented certain new and useful improvements as below entitled, for which application for United States Letters Patent is made, said application having been filed on the date set forth below, Serial No. 60/218,362; and

WHEREAS, RAYTHEON COMPANY, (hereinafter referred to as "Assignee"), a Delaware Corporation, with an address of 141 Spring Street, Lexington, Massachusetts 02421, desires to acquire my entire right, title and interest in and to the invention, and in and to the said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I assign to Assignee, all right, title and interest in and to said invention and in and to said application, all regular utility applications, divisions, reissues, continuations, continuations-in-part and extensions thereof and all patents which may be granted therefrom; and I hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as my interest is concerned, to Assignee.

I also assign to Assignee, all right, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and I further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

I will communicate to Assignee any facts known to me respecting any improvements; and, at the expense of Assignee, I will testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said invention in all countries.

2

This Assignment shall be binding on the parties' successors, assigns and legal representatives.

Title of Invention:

SYNCHRONOUS COLLAPSED RING

ARCHITECTURE METHOD AND SYSTEM FOR REAL-TIME SIGNAL SWITCHING

AND DISTRIBUTION

Signature of Inventor:

Inventor's Name:

Steven E. Parker

Residence (City, County, State):

Waco, McClennan County, Texas

Date:

20 1000 A

Date Application Filed:

July 13, 2000

PATENT ASSIGNMENT

WHEREAS, RAYTHEON COMPANY (hereafter "Assignor"), a Delaware corporation, having an address of 141 Spring Street, Lexington, Massachusetts 02173, is the owner of the U. S. Patent Application Serial No. 09/904,289, filed July 12, 2001 and entitled "Synchronous Collapsed Ring Architecture for Real-Time Signal Switching and Distribution," and the invention described and claimed therein (hereafter the "Patent Property"); and

WHEREAS, L-3 COMMUNICATIONS INTEGRATED SYSTEMS L.P. (hereafter "Assignee"), a Delaware limited partnership, having an address of 600 Third Avenue, New York, NY 10016, desires to acquire all right, title and interest in and to the Patent Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all its right, title and interest in and to the Patent Property, as well as all continuations, divisions, and continuations-in-part of said Patent Property, and all reissues and extensions thereof, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Patent Property may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor also assigns to Assignee, all its right, title and interest in and to the inventions disclosed in said Patent Property throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said Patent Property in its own name throughout the world, including all its rights to publish cautionary notices reserving ownership of said inventions and all its rights to register said Patent Property in appropriate registries; and all its rights to sue and recover for damages by reason of past infringement of such Patent Property. Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

Assignor also assigns unto Assignee all its claims for damages by reason of infringement prior to the assignment date of the Patent Property throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor, at the expense of Assignee, will testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said Patent Property in all countries.

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed on the dates and in the capacities shown below.

RAYTHEON COMPANY

By: ()a(3)

Printed Name: David I. Kinsinger

Date:

Deputy Chief Patent Counsel

L-3 COMMUNICATIONS INTEGRATED SYSTEMS L.P.

By:

Printed Name: Steven M. Post

Its:

Vice President, Contracts and

General Counsel

Data

STATE OF Lives
STATE OF The S COUNTY OF Dallas §
Before the, the undersigned, a Notary Public on this day personally appeared whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said RAYTHEON COMPANY, a Delaware corporation, and that he had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.
Given under my hand and seal of office this the day of
SUSAN G ANDERSON NOTARY PUBLIC State of Texas Comm. Exp. 03-25-2003
STATE OF Jeyas § COUNTY OF Heat §
Before me, the undersigned, a Notary Public on this day personally appeared , known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said L-3 COMMUNICATIONS INTEGRATED SYSTEMS L.P., a Delaware limited partnership, and that he had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated. Given under my hand and seal of office, this day of July, 2002.
CAROL S. LANGFORD MY COMMISSION EXPIRES July 9, 2005 Notary Public in and for